

**TO BE RELEASED: May 14, 2025**

**NOTICE OF  
REQUEST FOR PROPOSAL  
TO PROVIDE  
LEGAL SERVICES  
FOR  
THE CITY OF INDIAN ROCKS BEACH FLORIDA  
PROVIDING SERVICES AS THE CONTRACTED "CITY ATTORNEY"**

The City of Indian Rocks Beach, Florida, (hereinafter referred to as the "City"), invites you to submit a written proposal to provide the City with legal services in connection with its regular governing and operating activities. Proposals are solicited in accordance with the terms, conditions, and instructions as set forth in this Request for Proposals ("RFP").

Proposals will be received by the City of Indian Rocks Beach, Florida, by U.S. Postal Mail or hand delivery to the City Clerk's Office, City Hall, City of Indian Rocks Beach, 1507 Bay Palm Boulevard, Florida 33785 until **June 6, 2025, at 3:30 p.m.** Sealed proposals must be submitted marked: ATTENTION: CITY CLERK — CITY OF INDIAN ROCKS BEACH — RFP: LEGAL SERVICES. No proposals will be accepted after the stated deadline.

The RFP document may be obtained from the City of Indian Rocks Beach City Hall, 1507 Bay Palm Boulevard, Indian Rocks Beach, FL 33785, phone (727) 595-2517 or from the Internet via the City's Web Site [www.indian-rocks-beach.com](http://www.indian-rocks-beach.com) . Questions concerning the RFP should be submitted in writing either by postal mail to Mishelle Hargett, Administrative Assistant/PIO, City of Indian Rocks Beach, 1507 Bay Palm Boulevard, Indian Rocks Beach, Florida 33785, or by email to [mhargett@irbcity.com](mailto:mhargett@irbcity.com) no later than Thursday, May 29, 2025.

**SECTION I  
OVERVIEW**

The City of Indian Rocks Beach, Florida, is requesting proposals from independent legal service providers licensed to practice law in the State of Florida ("Firm") to perform the legal services described herein.

The "basic services" required in this Request for Proposals ("RFP") include:

- (1) represent the City in all litigation and controversies;
- (2) have authority to administer oaths and affidavits;
- (3) approve as to form proposed ordinances and resolutions before they shall be adopted;

- (4) draft proposed ordinances and resolutions as requested;
- (5) inspect and pass upon all papers, documents, contracts, and other instruments in which the City may be interested;
- (6) be the legal advisor to the City Manager, City Commission, all official Boards and Committees, and all City officers and employees with respect to any legal matter pertaining to the affairs of the City, including Special Magistrate Hearings;
- (7) whenever it shall be brought to the City Attorney's knowledge that any person, firm, or corporation exercising and enjoying any franchise or privilege from the City of Indian Rocks Beach has been guilty of a breach of any condition of such grant, or has failed to comply in any material matter with the terms and stipulations thereof, make report of said matter to the City Commission, together with all facts bearing upon the same which may be brought to the City Attorney's attention. If the City Commission shall determine that said complaints are well founded, it shall be its duty to take such action as may be necessary; and in the event the offending party shall fail or refuse to conform to such order as it may make with respect thereto, it shall be the duty of the City Commission to direct the City Attorney to institute suit in the court having jurisdiction thereof against such party so offending to obtain a judgment of forfeiture of said franchise or privilege;
- (8) advise the City Commission, the City Manager, and all the departments of the City concerning new or proposed state or federal legislation and to represent the City with others, before all legislative bodies in matters affecting the City;
- (9) upon the City Attorney's own initiative or upon the direction of the City Commission, to appear in any and all litigation affecting the City and to represent the City in such manner as the City Attorney deems to be to the best interest of the City, and to institute, with City Commission approval, such legal proceedings as may be necessary or desirable on behalf of the City;
- (10) when deemed for the best interest of the City, to advise or represent officers and employees of the City in litigation in matters arising out of the official conduct of their office or duties or in the course of their employment;
- (11) perform such other duties as the City Commission or City Manager may direct or request;
- (12) offer legal advice on items requiring City Commission action with appropriate recommendations based on analysis and experience;

- (13) provide the City Commission and City Manager with timely information on litigation, proposed litigation, and legal issues;
- (14) effectively represents the City Commission on potential legal problems in negotiations and hearings as required;
- (15) practice preventative and proactive legal representation, i.e., supplies advanced information of potential legal problems;
- (16) make appropriate data available to the media on legal issues related to the City as directed by the City Commission;
- (17) maintain an effective relationship with the City Commission, City Manager, and staff;
- (18) have knowledge of, supports, and implements the policies and decisions of the City Commission;
- (19) provide effective legal counsel in the preparation and approval of contracts involving the City;
- (20) handle litigation effectively by preparing witnesses for trial, hearings, meetings, and depositions;
- (21) deal effectively with unexpected or disturbing issues in-group settings.

Price quotation for fees are requested for all services listed under "Scope of Work".

If you are interested in making a proposal to obtain this engagement, please comply with the enclosed detailed instructions for submitting proposals.

## **SECTION II GENERAL INSTRUCTIONS Proposal Format**

All proposals must be typewritten.

Proposals should not be submitted in an elaborate format, and expensive binders are not desired.

Legibility, clarity, and completeness are essential. The proposal must be signed by individual(s) legally authorized to bind the Firm.

### **Submission Procedures**

Ten (10) copies of the proposal (one for each elected member of the City Commission plus the official file and staff) are to be submitted in a sealed envelope to:

***Lorin Kornijtschuk, City Clerk  
City of Indian Rocks Beach  
1507 Bay Palm Boulevard  
Indian Rocks Beach, FL 33785***

To prevent opening by unauthorized individuals, your proposal should be identified on the envelope or wrapper as follows:

**CITY OF INDIAN ROCKS BEACH — RFP: Legal Services  
JUNE 6, 2025 @ 3:30 P.M.**

The deadline for submission of proposals is **June 6, 2025 at 3:30 p.m.**

No modification or addenda will be accepted after the closing dates stated above unless, in the opinion of the City Commission, it is in the best interest of the City of Indian Rocks Beach to do so.

### **ATTENDANCE ON JUNE 10, 2025, CITY COMMISSION MEETING**

By submitting a proposal, you confirm your availability to attend the City of Indian Rocks Beach City Commission Meeting on June 10, 2025, at 6:00 PM. The Commission will review each proposal and interview each firm in a public meeting. The meeting will be held at the Church of the Isles, located at 200 24th Avenue, Indian Rocks Beach, FL 33785.

### **Additional Information and Specification Changes**

Request for additional information and questions should be addressed to Mishelle Hargett, Administrative Assistant/PIO, City Hall, City of Indian Rocks Beach, 1507 Bay Palm Boulevard, Indian Rocks Beach, Florida 33785, or by email [mhargett@irbcity.com](mailto:mhargett@irbcity.com).

Questions and requests for additional information must be submitted in writing by Thursday, May 29, 2025.

The City reserves the right to change these specifications.

### **SECTION III SPECIAL INSTRUCTIONS**

The City requires that proposals be submitted which not only set out a Firm's response to each of the City's concerns addressed in this RFP, but also specifically address each of the **ITEMS** set out below.

Innovation in approach and costs is desired. Each proposal must include:

**ITEM 1. A Statement of Acknowledgment and Recognition that contact regarding this proposal with any individual, City Commission Member, or employee of the City with the sole exceptions being *Gregg Mims, City Manager, Lorin Kornijtschuk, City Clerk, and/or Mishelle Hargett, Administrative Assistant/PIO* will be grounds for disqualification of the Firm at the option of the City Commission. This limitation is in effect from the date of the publication of this RFP until a contract is recommended by the City Commission. The Firm may respond to questions initiated by a City Commission Member once the contract is placed on the City Commission agenda.**

**ITEM 2.** A statement of the Firm's procedure and practice for handling billable out-of-pocket expense matters.

**ITEM 3.** A statement that the Firm will provide the City Commission and the City Manager with status reports on pending matters on a monthly basis.

**ITEM 4.** A statement that the Firm, if awarded a contract with the City, agrees not to undertake future representation nor to continue the present legal representation of any person or entity in a matter adverse to the City's legal interest relating to City matters during the term of the contract and for two (2) years after the expiration of any such contract. The City considers such representation to be a prima facie conflict of interest and will not agree to waive such conflict for any reason.

**ITEM 5.** A statement that the Firm, if awarded a contract with the City, agrees that the City Attorney will attend all meetings and work sessions of the City Commission and additional meetings as requested, but that, on occasion may be represented by a Firm Partner or associate in the absence of the City Attorney.

**ITEM 6.** A statement that the Firm will not offer any contribution (monetary or in-kind services) to a candidate for City elective office (including elected officers and officers-elect) during an incumbent's term or to a new candidate prior to and following the award of a contract to that Firm by the City Commission. The term "Firm" includes proprietors of proprietorships, all partners of partnerships and all officers, directors, and holders of ten (10%) percent or more of the outstanding shares of corporations, and their immediate families.

#### **SECTION IV EVALUATION AND SELECTION FACTORS**

The successful Firm will be selected based upon the ability to meet the needs outlined in the section titled "Scope of Work;" and the competitive rates at which these services may be provided.

All proposals will be evaluated by the City of Indian Rocks Beach in accordance with the factors set forth below and narrowed to a field of two (2) to five (5) proposals. The

finalist may be invited, at the sole discretion of the City Commission, to present their proposals in a personal interview at a time and place to be designated by the City Commission. Any Firm should be prepared to attend a personal interview upon one week's notice after submission of the proposal.

## **SECTION V SCOPE OF WORK**

The successful Firm will serve as City Attorney for the City of Indian Rocks Beach and be capable of representing the City in all matters requiring legal counsel. All duties must be performed in accordance with the City Charter, the Code of Ordinances, the Comprehensive Plan of the City, and all other pertinent statutes and regulations.

Required services include, but are not limited to:

1. Service at Commission Work Sessions;
2. Service at Commission Meetings;
3. Service at Board of Adjustments and Appeals Meetings;
4. Service at Planning and Zoning Board Meetings;
5. Service to the City Manager and staff;
6. Service other meetings as determined by the City Manager;
7. Service at Special Magistrate Hearings regarding code compliance, fines, liens and other related matters.

## **SECTION VI PROPOSAL OUTLINE AND CONTENT**

In order to simplify the review process and to obtain the maximum degree of comparability, proposals must be organized in the manner stated below and at minimum shall contain the following information:

- A. *Letter of Transmittal*. The letter of transmittal should be limited to a maximum of two (2) pages and should include the following:
  1. A brief statement of the Firm's understanding of the work to be done and statements that the Firm will comply with the requirements set forth in this RFP and City administrative guidelines.
  2. A "Certificate of Authority" signed by the managing partner of the law firm. The certificate should list the specific person(s) who are authorized to execute contracts on behalf of the law firm.

3. The proposal shall be signed by a person(s) authorized to legally bind the Firm (including title of person, address, and telephone number) and shall contain a statement that the proposal contained therein shall remain firm for a period of one hundred eighty (180) days from and after the date of proposal submittal.
  4. A brief statement that as a condition for submitting this proposal, the Firm agrees that any decision of the City regarding the award of this contract, if any, is final, and the Firm agrees not to litigate any issue concerning the selection process. Further, a brief statement that should the Firm institute or threaten litigation relating to this RFP and the selection process, they shall be deemed to have forfeited any right to any proposed contract and/or damages claimed with regard to the award thereof.
- B. *Title Page.* The title page should include the RFP subject, the name of the Firm, local address, telephone number, name of contact person(s), and the date.
- C. *Table of Contents.* The table of contents should include a clear identification of the material by section and page number.
- D. *Management and Technical Approach.* Proposals submitted in response to this RFP must address, but not necessarily be limited to, the following:
1. The staffing level to perform the contract, including the functions proposed to be performed by each person, his or her educational and experience levels, and be supported by an organizational chart. The Firm must be willing to maintain the staffing level proposed during the term of any contract awarded.
  2. State the number of title and description of local/municipal related matters the supervising attorney has handled in the year preceding submission of this proposal.
  3. Summarize the Firm's ability to handle assignments in a timely manner.
  4. A Statement of Disclosure stating any fee sharing arrangement with other law firms in connection with this matter, management service, or fee referral arrangement with any other law firm or attorney, and a disclosure of the ownership and names of the principles of any such firm.
  5. Willingness to maintain high professional standards in all communications and other dealings with the City.
  6. Methods by which the Firm will track all open legal matters, and report

the status of such activities to the City Commission and City Manager in a timely manner, at least monthly and as circumstances warrant.

7. Willingness to work closely with the City Manager, official Boards, and Committees, and other departments/employees of the City, as necessary.
- E. *Resumes.* The proposal shall include resumes for all personnel who will be involved in providing legal services to the City of Indian Rocks Beach. Resumes should include prior experience relevant to the engagement, information on licenses from the State and other jurisdictions, and information regarding continuing education and participation in professional organizations.
- F. *Similar Projects and References.* The proposal shall include a list and brief description of any similar engagements currently in progress or completed or other municipal law experience. A minimum of five (5) years' experience in the field of municipal law is required.
- G. *Fee Schedule.* The Firm shall list a fee to be charged for each of the services listed below.

| <b>Service</b>                      | <b>Description of Services</b>                | <b>Fee</b>            |
|-------------------------------------|---|-----------------------|
| Monthly Retainer or Hourly Rate     |   | Per Month<br>Per Hour |
| Hourly Services outside of Retainer |   | Per Hour              |
| Litigation Hourly Rate              |   | Per hour              |
| Travel                              |   |                       |
| Out-of-Pocket                       | Long Distance Phone<br>Fax<br>Copies<br>Other |                       |

- H. *Equal Employment Opportunity.* Prior to entering into a contract with the City of Indian Rocks Beach, the Firm ("contractor") shall agree to comply with the following equal employment opportunity clause, which shall be incorporated in the contract.
1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to



ensure that applicants are employed and that employees are treated during employment without regard to their race, religion color sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
  3. The contractor or subcontractor will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the City Commission, if any for purposes of investigation to ascertain and effect compliance with this program.
  4. In the event of the contractor's subcontractors, vendor's, supplier's, or lessee's noncompliance with the nondiscrimination clause of the contract or with any of such rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provide by law.
- I. *Statement of Public Entity Crimes.* Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida Statutes: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, for CATEGORY TWO (\$10,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

J. *Insurance.* The Firm shall maintain in effect during the term of any Contract in connection with this RFP, and all extensions and amendments thereof, certain insurance coverage as set forth below, and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Contract. All policies except Professional Liability and Worker's Compensation must name the City as an additional insured. All liability policies must be issued by a Company with a Certificate of Authority from the Florida Financial Services Commission, Office of Insurance Regulation to conduct insurance business in Florida or a rating of at least B+ and a financial size of Class VI or better according to the current year's Best's Key Rating Guide, Property-Casualty United States. The Firm shall maintain the following insurance coverage in the following amounts:

- (1) Commercial General Liability insurance including Contractual Liability insurance \$500,000 per occurrence; \$1,000,000 aggregate.
- (2) Worker's Compensation including Broad Form All States endorsement Statutory amount.
- (3) Professional Liability: \$1,000,000 per occurrence; \$1,000,000 aggregate.
- (4) Automobile Liability insurance \$1,000,000 combined single limit per occurrence. Defense costs are excluded from the face amount of the policy.

Aggregate Limits are per 12-month policy period unless otherwise indicated.

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subornation against the City, and that it shall give 30-days written notice to the City before they may be canceled, materially changed, or non-renewed. Within the 30-day period, the Firm shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If the Firm does not comply with this requirement, the City Commission, at its sole discretion, may:

- a.) immediately suspend the Firm from any further performance under this Contract and begin procedures to terminate for default, or
- b.) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to the Firm under this Contract.

K. *Public Records.* Contractor agrees to be bound by the requirements of Chapter 119 in connection with its representation of the City, and its contract with the City shall include the statutorily required language in Fla. Stat. 119.0701.

L. If selected by the City, Contractor agrees to provide an affidavit satisfying the

requirements of Fla. Stat. 787.06 (13).

## **SECTION VII CONDITIONS OF SUBMISSION**

The Firm shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of the City of Indian Rocks Beach for any reason. The Firm shall not engage in any manner in any practices with any other proposer(s) which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause your proposal to be rejected by the City. (This does not preclude joint ventures or subcontracts). All proposals submitted must be the original work product of the Firm offering the proposal. This RFP is not to be construed as a contract or as a commitment of any; nor does it commit the City of Indian Rocks Beach to pay for costs incurred in the submission of a proposal or for any costs incurred prior to the execution of a formal contract, nor thereafter, except in accordance with the terms of any such contract.

The certification attached hereto as **CERTIFICATION** must be signed, dated, acknowledge, and must accompany your proposal.

## **SECTION IX FIRM'S INFORMATION**

1. Firm Name\_\_\_\_\_
2. Firm's Mailing Address\_\_\_\_\_
3. Firm's Physical Address\_\_\_\_\_
4. Contact Name\_\_\_\_\_
5. Contact's Telephone No. \_\_\_\_\_
6. Contact's E-mail Address \_\_\_\_\_
7. If your firm operates under a Fictitious Name, please list the names and addresses of the principals/owners.  
Names/Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. If your firm is a corporation, please provide the following:
- a.) Federal Tax I.D. #: \_\_\_\_\_
  - b.) A certified copy of Certificate in Good Standing from the Secretary of State.
  - c.) A list of the corporate officers (names & addresses)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. *References.* Please provide a list of four (4) references of client organizations that the Firm is currently representing or has represented. The City may request information from these sources.

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact's Name \_\_\_\_\_  
Contact's Telephone No. \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact's Name \_\_\_\_\_  
Contact's Telephone No. \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact's Name \_\_\_\_\_  
Contact's Telephone No. \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact's Name \_\_\_\_\_  
Contact's Telephone No. \_\_\_\_\_

\_\_\_\_\_  
Date Firm

## **CERTIFICATION**

1. I/We understand, acknowledge and agree that the City of Indian Rocks Beach shall not be responsible for reimbursement of any costs incurred in the preparation of this proposal.
2. I/We understand, acknowledge and agree that the City Commission may reject this proposal, in whole or in part, out-of-hand, for no reason, and that any such rejection will result in no obligation whatsoever on the part of the City of Indian Rocks Beach or any of its employees and officials.
3. I/We understand, acknowledge and agree that the City Commission reserves the right to reject all proposals and to accept any offer received, whether or not the offer is the lowest price offer received.
4. I/We understand, acknowledge and agree that any complaint made by a proposer made with regard to the selection process or any contract award relating to the RFP will void any proposal filed by the complaining proposer.
5. I/We understand, acknowledge and agree that any contract awarded herein shall not entitle the successful proposer to perform work for the City of Indian Rocks Beach on an exclusive basis.
6. I/We understand, acknowledge and agree that the City Commission retains the discretion to use or not to use the services of any particular successful proposer under this RFP and that any contract award does not guarantee that the successful proposer will actually be requested to perform work under the contract.
7. I/We understand, acknowledge and agree that the City Commission will require, as a condition of any contract awarded under this RFP, that the proposer shall provide proof of insurance in amounts acceptable to the City, including, but not necessarily limited to the following categories of insurance, General Liability, Automobile Liability, Workers' Compensation and Professional Liability. If selected for the award of a contract under this RFP, I/We agree to provide to the City Commission, proof of insurance in the form and amounts satisfactory to it.
8. I/We understand, acknowledge and agree that this RFP and the selected Firm's proposal may, by reference, become a part of any formal Contract the selected Firm and the City resulting from this solicitation.
9. I/We understand, acknowledge and agree that personnel essential to the continuity of any contract must be available throughout the duration of any contract that may be awarded hereunder unless substitutions are approved in writing by the City Commission.

10. I/We understand, acknowledge and agree that the successful Firm will be expected to adhere to billing procedures of the City of Indian Rocks Beach and to all standard contractual requirements of the City. The Firm shall provide legal services in accordance with this RFP, as they may be amended from time to time.
11. I/We understand, acknowledge and agree that the City Commission and/or City Manager will be responsible for monitoring day-to-day services of the Firm delivered to the City. The Firm shall promptly report any conditions, transactions, occurrences, events, situations or circumstances encountered by the Firm which would impede or impair the proper conduct of the legal services provided.
12. I/We understand, acknowledge and agree that all proposals submitted shall become public record upon the opening of the sealed envelope in which the Firm's proposal is submitted.
13. I/We understand, acknowledge and agree that if selected, the Firm will be required to keep complete and accurate books of accounts and records of its business and operations under and in connection with the contracted services. All such books of accounts and records shall be made available for inspection by designed City persons or others as the City might require.

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**Authorized Representative**

STATE OF FLORIDA  
COUNTY OF PINELLAS

SWORN TO AND SUBSCRIBED before me, this \_\_\_\_ day of \_\_\_\_\_, 2025.

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NORTARY PUBLIC